

TOLOWA DEE-NI' NATION



REQUEST FOR PROPOSALS

Fisheries Biologist Services

Response Due: 5:00pm, November 28, 2016

Tolowa Dee-ni' Nation
140 Rowdy Creek Road
Smith River, CA 95567
707.487-9255

November 4, 2016

The Tolowa Dee-ni' Nation (Tribe) is soliciting proposals from qualified consultants to provide technical assistance for a water quality, fish tissue & macro invertebrate study as part of a 24-month project. The proposed project, *Baseline and Vulnerability Assessment of Da'-me' (Smith River Estuary) for Climate Adaptation Planning*, will assist the Tolowa Dee-ni' Nation (Nation) efforts to assess several resilience stressors and conduct a vulnerability assessment for the Smith River Estuary. This project will greatly inform the Nation's understanding of the potential impacts from climate change and advance the Nation's climate adaptation, as well as ocean and coastal management knowledge, in order to protect culturally important marine resources.

A Qualified and properly permitted Contractor(s) will be required to provide technical assistance in in terms of permitting, training of staff, data analysis, and reporting for fish tissue and benethic macroinvertebrate sampling.

The Contractor will be a part of the research team, participating in meetings, assisting in planning sampling locations & schedules, training staff in proper collection, analysis methods, developing & maintaining collaborative relationships with tribal, federal, state, & private landowners, and similar tasks to insure a comprehensive & successful project.

The qualified Contractor will be required to have NOAA Fisheries, U.S. Fish and Wildlife Service, State Fish and Wildlife Service permits, and any other necessary permits required to conduct this fisheries research and collect voucher specimens of three sculpin species for laboratory analysis; prickly sculpin, (*Cottus asper*), coast range sculpin, (*Cottus aleuticus*), and staghorn sculpin, (*Leptocottus armatus*). Also, any permits necessary to collect macroinvertebrate samples.

Interested consultants are invited to submit qualifications in accordance with the requirements of this Request for Proposals (RFP). The Tribe has budgeted \$20,000 for tasks related to fish tissue sampling, and \$4,500 for tasks related to macroinvertebrate sampling.

Year 1: anticipate 4 sampling sites and 2 sampling events as well as 2 training/meetings for fish tissue (\$13,000); 12 sites and 2 sampling events for BMI. (\$4,500); also 12 sites and 2 sampling events of water quality and stream characteristics data gathering will occur during the same time as BMI sampling

Year 2: anticipate fish tissue sampling, 4 sampling sites 2 events (\$7,000)

The proposed sampling strategy is as follows:

Sampling Strategy			
	WQ	BMI	Tissue
# of sites	12	12	8
# of events	24	2	4

# of samples each event	1	1	2
total # of samples	288	24	64

The successful Consultant must be aware of the financing limitations and be able to accomplish activities within these constraints.

The Consultant is expected to be selected by December 8, 2016 and contract documents completed by December 31, 2016. The actual time frame to complete this design work will be negotiated with the successful Consultant. The Tribe intends to select a single consultant team for all aspects of the work necessary to complete the contract documents. Any Consultant responding to the RFP must be willing to commit the necessary resources to the project within a mutually agreed upon schedule.

PROPOSAL FORMAT

The proposal shall include, as a minimum, the following information:

- Cover Letter – Introductory letter describing consultant experience, understanding of the project, willingness to work within budget, and desire/ willingness to work with Tribal staff to help achieve project goals. Indicate if you currently hold necessary permits for water/species collection within Smith River & related bodies of water. Be sure to include your name, contact information.
- 1.
 - List of & copy of applicable permits possessed and/or plan for obtaining of such permits.
 - Resume(s) – Include a resume/CV describing your professional experience & education.
 - References – Include 3 references; professionals who are familiar with your work.
 - Additional information – Applicants may submit additional information relevant to project or their work, if desired. Additional information is not required as part of the application.
 - Indian Preference – As appropriate, include documentation that the Consultant is Native American; a Native American Owned business; or employs key employees as defined under the Tolowa Dee-ni' Nation Tribal Employment Rights Ordinance (TERO); see “Contractor’s Questionnaire”

under TERO Department Resources on www.tolowa-nsn.gov.

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PROPOSAL SUBMITTAL

Proposals are to be submitted, **via e-mail (preferred) or hard copy** to:

Tim Hoone, Grants & Contracts Manager
tim.hoone@tolowa.com

Mailing address:
Tolowa Dee-ni' Nation
140 Rowdy Creek Road
Smith River, CA 95567
Attn: Tim Hoone

Deadline for proposal submission is 5:00pm (PST), Monday, November 28.

EVALUATION CRITERIA

A Review/Selection Committee made up of Tribal staff will evaluate the Consultants based on the proposals and, if necessary, an oral interview to determine which Consultant is best qualified to perform the work for this project.

The following items, as they relate to the Scope of Services Tasks described above, will be used by the committee to assist in the ranking of the Consultants' proposal and the oral interview:

- Understanding of the Project
- Experience with Similar Types of Work
- Experience and Qualifications (including permits) of the Biologist
- Experience and Qualifications of any additional staff
- Ability to work collaboratively as part of team
- Indian Preference

TENTATIVE SCHEDULE

Begin Circulation of RFP to Consultants	(Nov. 4, 2016)
Deadline to Receive Proposals Back	(Nov. 28, 2016)
Evaluate Proposals for Short-Listing	(Nov. 29 –Dec. 1, 2016)
Consultant interviews (if necessary)	(Dec. 5-8, 2016)
Select Consultant	(De. 9, 2016)

TRIBE'S CONTACT

Questions regarding this RFP should be directed to:

Jennifer Jacobs, Tribal Resources Technician
Tolowa Dee-ni' Nation
140 Rowdy Creek Road Smith River, CA
95567 707.487-9255, ext. 1158
jennifer.jacobs@tolowa.com

Clarification offered by the Tribe to one Consultant will be distributed to all known applicants, to the greatest extent possible.

STANDARD CONSULTANT AGREEMENT

The Consultant selected to provide the scope of services shall use the Tribe's standard Professional Services Agreement. A template copy of this agreement is attached to this RFP. By submitting a proposal for the work, the Consultant agrees to utilize the Tribe standard agreement form for the contract. Contractually required insurance coverage and endorsement information is shown in the body of the document.

ATTACHMENTS

Tolowa Dee-ni' Nation Professional Services Contract

<p align="center">Tolowa Dee-ni' Nation 140 Rowdy Creek Road, Smith River, CA 95567 (707) 487-9255</p>				
Contract Number	CT-xxxx-xxxx			
Contract Amount				
Vendor				
Project				
Purpose				
Timeline	Start Date		End Date	
Department(s)				
Fund				
Program				
Activity				
TERO Fee	Yes			
ADDRESS:	PHONE:			

PROFESSIONAL SERVICES CONTRACT

CT-xxxx-xxxx

This contract is made between the Tolowa Dee-ni' Nation (TDN), 140 Rowdy Creek Road, Smith River, California 95567, hereinafter referred to as "Tribe",
The Tribe and the Contractor agree as follows:

I. Purpose of Contract:

The purpose of this agreement is to establish conditions whereby TDN will be provided certain services by:

Contractor:

Employer ID#: _____

II. Specific Tasks/Projects:

Contractor agrees to perform the following tasks and projects (hereinafter referred to as "Work") within the time limits established in this contract. The Contractor shall supply all necessary labor, materials, and equipment unless otherwise agreed in writing. Specific task and projects to be completed by the Contractor are as follows:

Project Location: Tolowa Dee-ni' Nation
140 Rowdy Creek Road
Smith River, CA. 95567

Project Activities: xxxxxxxxxxxxxxxx

Contractor shall render such services conscientiously and shall devote his/her best efforts and abilities thereto, at such times during the term hereof, and in such manner as TDN and Contractor shall mutually agree, it being acknowledged that Contractor's services shall be non-exclusive and performed at such places and at such times as are reasonably convenient to Contractor. Contractor shall observe all policies and directives promulgated from time to time by TDN, its Tribal Council and its Officers.

Any alteration or deviation from the above specifications involving extra cost or material or labor will only be executed upon written orders for the same, and will become an extra charge over the sum mentioned in this contract. All arrangements must be made in writing and approved by the parties to this contract pursuant to Paragraph IX of this contract.

III. Contract Price and Limits on Payment:

It is understood and agreed between the parties that the Contractor shall be paid a total not to exceed **XXX and 00/100 US Dollars/month (\$xxx/month)**, plus reasonable expenses incurred in the performance of services, including rental space for an RV, for the work to be performed under this Agreement and Contractor shall not have any right to make a claim against TDN for any amount in excess of the contract price set out in the Agreement unless such additional price has been agreed to between the parties pursuant to Paragraph IX of this Agreement.

IV. Compensation and Method of Payment:

TDN agrees to compensate the Contractor in a total amount not to exceed the maximum sum of **xxx US Dollars (\$xxx)**, with a 2.5% TERO Fee withheld proportionality from each payment made to Contractor, inclusive of all costs and expenses. to be paid in progress payments as follows:

Payments shall be made on an invoiced basis and shall be paid upon completion and acceptance by TDN of the deliverables identified in Attachment "A".

All such compensation shall be payable without deduction, including no deduction for federal income, social security, or state income taxes. Contractor shall be solely liable for payment of any taxes and/or fees which may be applicable under the terms and conditions of this Agreement.

V. Effect of Final Payment:

Final payment or release of the retainage pursuant to Paragraph III shall not relieve the Contractor from liability for defective Work, or limit TDN's rights to have the Work properly performed by the Contractor, or limit TDN's right to require the Contractor to correct any defective Work. The parties agree that all rights that are otherwise available shall be preserved notwithstanding final payment.

VI. Time:

It is agreed between the parties that time is of the essence in the completion of the Work pursuant to this contract. The Contractor agrees to commence Work no later than **Date** and unless prevented by the unreasonable action of TDN or modification pursuant to Paragraph IX of this agreement, shall complete the Work by **Date**

VII. Independent Contract:

It is agreed between the parties that the Contractor is an Independent Contractor and is not an employee of TDN nor is the Contractor or his/her employees or agents eligible to receive

any of the rights or benefits otherwise available to Tribal employees. It is agreed the Contractor shall be free from the direction and control of TDN over the means and manner of performing work under this contract, subject only to the right of TDN to specify the desired results. It is agreed that the Contractor shall be solely responsible for the payment of all taxes, fees and salaries to any employee(s) that are required by law or agreement. It is further agreed that TDN shall have no duty with respect to the Contractor other than to provide the contract price set out in Paragraph III of this agreement unless such additional duties are expressly set up in this contract.

VIII. Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless TDN and its guests, agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the Contractor's Work pursuant to the contract provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly employed by the Contractor or anyone for whom the Contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

IX. Contract Modifications:

The contractor shall not perform any additional or different work other than that specifically set out in this contract, unless this contract has been modified in writing prior to the commencement of the additional Work. The Contractor agrees that there shall be no duty on behalf of the Tribe to pay to the Contractor under any circumstances whatsoever any additional amount of money other than that set out in Paragraph III of this contract, unless such modification of the contract price is agreed to in writing as provided in this paragraph. This agreement shall not be modified except as provided in this paragraph: (a) If the contract modification will not result in an increase in the contract price the contract modification shall be approved in writing by the Tolowa Dee-ni' Nation Tribal Chairperson or his/her designee; (b) If the contract price is changed, the proposed contract modification shall be referred to the Tolowa Dee-ni' Nation Tribal Council for action. The Tribal Council shall either approve or disapprove the contract modification. It is agreed between the parties that TDN shall not be liable for any additional amount of money unless the Tribal Council, pursuant to this paragraph, approves in writing the contract modification for the payment of an additional contract price.

X. Subcontracting:

The parties agree that all of the tasks and projects to be performed pursuant to this agreement shall be performed by the Contractor and its subcontractors or other third parties. The Tribe may attach any reasonable condition or limitation to the employment of a

subcontractor. TDN and Contactor agree that all or part of the Scope of Work that is contracted out to subcontractors will be the sole responsibility of Contractor and will be paid by Contractor.

XI. Project Manager:

The Project Manager shall be the CEO. The work performed under this Agreement shall be under the direct supervision of the Project Manager, or his/her designated Tribal official.

XII. Termination:

TDN may terminate the agreement without penalty or costs if the funds received or otherwise provided become unavailable. If this agreement is terminated pursuant to this paragraph TDN shall send to the Contractor a written notice of such termination. TDN shall be liable to the Contractor for all Work completed prior to the date that the notice of termination is delivered. TDN may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if: (1) the Contractor fails to provide services satisfactory to TDN, within the time specified herein, or (2) if, for any reason the timely completion of such Work is rendered improbable, impossible, not feasible or illegal.

XIII. Attorney's Fees:

In the event that enforcement of any provisions of this contract, or any right or duty created hereunder requires the initiating of litigation, the prevailing party shall collect reasonable attorney's fees.

XIV. Tribal Court Jurisdiction:

Any controversy or claim arising out of or relating to the compensation to be paid by TDN or the Contractor for the services rendered pursuant to the terms of this Agreement shall be resolved through the TDN Tribal Court. By entering into this Agreement, Contractor expressly consents to the jurisdiction of the TDN Tribal Court, in the resolution of any disputes related to this Agreement.

XV. Defenses:

It is agreed between the parties that all rights, remedies and defenses which would otherwise be available to any of the parties to this agreement in law or equity shall be preserved, and shall not be affected by the agreement unless expressly modified or abrogated pursuant thereto.

XVI. Disclosure of Information:

Contractor shall not disclose or appropriate to his/her own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any proprietary or confidential information of TDN or any of TDN's affiliates or subsidiaries of which Contractor has been or hereafter becomes informed, whether or not developed by Contractor, including, but not limited to, information pertaining to customer lists, services, methods, processes, prices, profits, contract terms or operating procedures, except as required in connection with Contractor's performance of this Agreement, or as required by a governmental authority. TDN shall have the right to obtain injunctive relief, without bond, for violation of the terms of this paragraph, and the terms of this paragraph shall survive the term of the Agreement. Contractor agrees that all documents or the work product generated on behalf of TDN in connection with this Agreement is the property of TDN.

XVII. Cost Assignment:

Activities completed under the contract will be charged to **Fund: xx; Program: xx**
Activity: xx

XVIII. Conflict of Interest:

If Contractor becomes aware of any business activity that might reasonably be considered of interest to TDN, or may have the appearance of being of interest to TDN, Contractor shall promptly report such business activities to TDN. If Contractor wishes to be employed by any other agency, entity, or company, whether known to TDN, or otherwise, Contractor may proceed on the understanding that, if conflicts of interest do arise, Contractor shall promptly cease such activities and shall report such conflicts to TDN.

XIX. Assignment:

This Agreement is a personal one, being entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily, or by operation of law, assign or otherwise transfer the obligations incurred on its part pursuant to the terms of the Agreement without the prior written consent of TDN. Any attempted assignment or transfer by Contractor of its obligation without such consent shall be wholly void.

XX. Notice:

Any notice required or given hereunder shall be sufficient if in writing, and if sent registered or certified mail, postage prepaid, addressed as follows:

Tolowa Dee-ni' Nation

140 Rowdy Creek Road

Smith River, CA 95567

Tel: 707.487.9255

Fax: 707.487.0930

Contractor

x

x

Tel: x

Fax: x

XXI. Signatures:

This contract is entered into between the parties on the date set out below as represented by the affixed signatures. Those persons signing on behalf of the respective parties represent that they are authorized to sign and to bind their principles.

Tolowa Dee-ni' Nation

By: _____

Date

By: _____

Date

Contractor

By: _____

Date

Title

Printed Name